

**NEIGHBORHOOD DEMONSTRATION GRANTS  
2004**

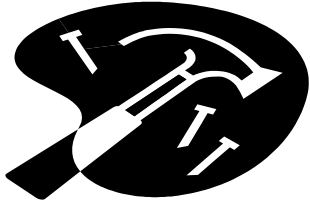


**Division of Public Services and Neighborhoods  
Center for Neighborhoods**

**Dr. Willie W. Herenton, Mayor**

## **TABLE OF CONTENTS**

I.	Purpose	2
II.	Project Eligibility by Major Themes	3
III.	Ineligible Projects/Activities	4
IV.	Description	4-5
V.	Important Application Information	6
VI.	Selection Criteria	6
	Neighborhood Demonstration Grant Application Instructions	7-9
	Neighborhood Demonstration Grant Application Form	10-13
	Neighborhood Demonstration Grant Checklist	14
	Neighborhood Demonstration Grant Sample Budgets	15-16
	Insurance Requirements for Contractors Working With Grantees	17-18
APPENDIX I	Poured-in-Place Rubber Safety Surface System	
APPENDIX II	Lease Encroachment Agreement	
APPENDIX III	Easement Agreement (Neighborhood Association Sign)	



## NEIGHBORHOOD DEMONSTRATION GRANTS PROGRAM

### I. PURPOSE:

The purpose of the Neighborhood Demonstration Grant Program is to fund construction projects that are located within the public realm<sup>1</sup> and are proposed by community organizations<sup>2</sup> to increase the quality of life by promoting one or more of the four major themes:

1. ***Develop safe neighborhoods that offer a sense of community.***
  - Encourage walking/public spaces in which people share a sense of belonging. (Play Equipment must use the City of Memphis Division of Park Services' safe surfaces standards.)
  - Preserve our history, culture and natural assets to reinforce a unique sense of space.
2. ***Use tax dollars efficiently.***
  - Maximize the use of existing infrastructure by preserving and re-building neighborhoods.
3. ***Expand our green spaces and protect our natural resources.***
  - Value our natural resources, especially trees, air and water quality of natural resources.
  - Enhance green spaces/use the recreational potential of streams to link the community.
  - Enhance streetscapes by reducing clutter and making use of natural resources.
4. ***Create more transportation options.***
  - Create connections and facilities that support bike and pedestrian transportation.

The Neighborhood Demonstration Grant was the product of a community planning effort in 1994 that created a vision for the City of Memphis. On a neighborhood level, the vision foresaw a community that encompassed safe, attractive and engaged neighborhoods. It would be a community where citizens would feel safe and comfortable on streets and sidewalks, where they would gather and interact, where natural resources and green spaces were preserved and enhanced. The four major themes are elements designed to create a quality of life that features amenities to make Memphis...."The City of choice in which to live, learn, work, and play."

<sup>1</sup>Public realm is defined as a place accessible to or visible to the public.

<sup>2</sup>Community organizations include civic groups, block clubs, garden clubs, neighborhood associations, neighborhood watch groups, community development corporations, etc.

The Neighborhood Demonstration Grant Program is a way to involve community organizations in making improvements that increase the quality of life in their neighborhoods.

## **II. PROJECT ELIGIBILITY BY MAJOR THEME**

The Neighborhood Demonstration Grants are designed to create opportunities for community groups to improve their neighborhoods by constructing capital projects that improve their area while maintaining its link or relationship to the larger community. These grants are created to improve the quality of life for City residents by enhancing or improving individual neighborhoods thereby making the City of Memphis a better place to live. The projects listed below are not an inclusive or exhaustive list. Rather, they are projects that have received funding in the past and are able to be implemented. A community group is welcome to propose projects not listed but meet the basic intent to improve their area and the City as a whole and is reflective of one of the four major themes.

### **1. Develop safe neighborhoods that offer a sense of place.**

- Create public spaces such as pocket parks, public gardens, and recreational areas such as walking, hiking or biking trails or open space. Plant trees in the grass strips between the curb and sidewalk to create a pedestrian corridor.
- Create public vistas such as plantings in medians, constructing neighborhood entrances in the public realm, bridging over public drainage area within the neighborhood, enhancing public areas through beautification or the addition of statuary or architectural features.
- Provide area identification such as neighborhood organization signs, historic district signs, and historical or cultural markers with information, develop walking tours, etc.

### **2. Use tax dollars efficiently.**

- Enhance public facilities by installing play equipment, walking trails or recreational fields on neighborhood school grounds or neighborhood parks like the Sportplex at East High School or create outdoor classrooms by planting different types of trees, flowers and adding birdhouses or bird feeders.
- Create or install urban art on bridges, underpasses, railroad trestles, parks, schools, etc.

### **3. Expand our green spaces and protect our natural resources.**

- Design and implement a neighborhood tree replacement program.
- Acquire an easement along a neighborhood stream or river and create a neighborhood or community greenbelt linking neighborhoods or construct a boardwalk.
- Use neighborhood streams and natural areas as outdoor classrooms by creating a curriculum designed to study and perform activities to preserve and protect the natural environment.

**4. Create more transportation options.**

- Implement rails to trails strategy in your neighborhood by converting old railroad tracks to neighborhood trails.
- Create bike paths or bike lanes.
- Provide pedestrian connections between neighborhood, parks or commercial areas.

Projects that seek to isolate neighborhoods by closing streets and restricting access have not been funded in the past. These types of projects do not create a larger sense of community.

### **III. INELIGIBLE PROJECTS/ACTIVITIES**

The following projects or activities do not meet the criteria of the Neighborhood Demonstration Grant:

- Administrative expenses such as salaries, benefits, rent, travel, training and liability insurance.
- Office equipment including, but not limited to, computers, cameras, audio visual equipment, copiers etc.
- Construction or location of equipment upon private property that is not open to the public.
- Renovations of private property.
- Playground equipment and installation that does not have the **required** safe surface specified by the City of Memphis Division of Park Services.
- Office Supplies, food and any non-fixed assets that do not have a life span of five years or more (garden tools, garbage bags, gloves, etc)
- Maintenance associated with private property.
- Projects that involve defensible space but do not promote a sense of community. (ie. Fencing, surveillance cameras, and the closing of streets.)

### **IV. DESCRIPTION:**

- Each project will receive up to \$15,000 for materials and capital improvement related costs only.
- Funds will be administered by the City of Memphis Division of Public Services and Center for Neighborhoods in one of two ways:
  - (1) If the neighborhood association chooses to perform the construction, the City will reimburse eligible expenses associated with the completion of the approved project's scope of services supported by the appropriate documentation. Contractors used by the association must adhere to the insurance requirements provided by the City of Memphis. In addition, the City of Memphis shall be named as the additionally insured in the written

agreement between the association and the contractor. Reimbursement requests must include copies of permits or inspections, if applicable, and paid invoices that do not exceed the maximum grant award of \$15,000.

(2) The City of Memphis will perform the construction (or make arrangements through its purchasing procedures to have the construction completed) according to the agreed-upon scope of services. In this event, the City's liability for the construction shall not exceed \$15,000.

- The grant award will not cover operating costs, training, personnel costs, maintenance costs, and insurance or fixed equipment/non-fixed assets.
- If the project costs exceed the maximum grant amount as stated in the contract (up to \$15,000 per project), the neighborhood association will be required to modify the scope/size of the project or pay the excess amount. In no event will the City's liability exceed the amount agreed to in the contract.
- Up to five projects per Council District (excluding at large districts) will be awarded.
- Neighborhood and City cooperative effort should be evidenced in the application, by a letter of commitment or agreement.
- Neighborhood organizations with business and community cooperation and commitment will receive additional rating points.

**Note: All grant applications must be for projects currently located within the Memphis City limits. Projects located within annexation areas currently under litigation do not qualify.**

## V. IMPORTANT APPLICATION INFORMATION:

- Applications are currently available at the Center for Neighborhoods (619 North Seventh Street) and on-line at the City of Memphis website: [www.cityofmemphis.org](http://www.cityofmemphis.org).
- ***The DEADLINE for receiving applications is November 12, 2004.***
- The Center for Neighborhoods staff can provide limited assistance up until five (5) days prior to the application deadline. Please call us at (901) 526-6627 for further information.

## VI. SELECTION CRITERIA:

1. The committee will review only completed applications received by the application due date and time.
2. Applications are reviewed and rated as shown on the instruction sheet.
3. A review committee is composed of citizens, City Administration staff, and City Council representatives.
4. The review committee in this round of funding will not select applications with major technical flaws.
5. Recommendations for funding will be made by the Review Committee within four to six weeks depending upon the number of applications received.
6. Only applications that can be implemented within a calendar year will be selected.



## **Neighborhood Demonstration Grant Application Instructions 2004**

Please read the following instructions carefully before submitting your application. You may contact Vernua Hanrahan, Matoiri Spencer, Cherry Young, or Chanda Brandt by calling the Center for Neighborhoods at (901) 526-6627. We will be able to provide limited assistance in completing the application up until five (5) working days before the submission date.

### **APPLICATION DEADLINE: November 12, 2004.**

(\*No late or incomplete applications will be accepted or reviewed by the committee.)

#### **1. Eligibility Requirements:**

- Any neighborhood or community organization can apply for a Neighborhood Demonstration Grant. Organizations are encouraged to co-sponsor projects; a higher ranking will be received for co-sponsored projects.
- A neighborhood or community organization may submit a maximum of two applications; however, an organization may only be awarded one project per round of funding.

#### **2. Applicant/Sponsor:**

The applicant should be the president or other responsible party of the organization. The name of the organization, the name of the responsible party, his/her address, telephone number and e-mail address, if applicable, must be included on the application form. We also require that the group or organization provide written documentation of its intent prior to funding. In other words, if a neighborhood association's board votes on the project or surveys its members, documentation of that action should be submitted.

#### **3. Organization Information:**

A description of the boundaries of the organization and the number of organization members must be included. Co-sponsors should be listed on the application. Letters from each co-sponsor should be included in the application and signed by their authorized agent. The proposed location of the project must be included. The proposed location consists of an address for existing facilities or a tax/parcel identification number for vacant land. A map may be substituted for a written description. (The project must be located within the existing Memphis City Limits.)

#### **4. Project Description:**



Please describe the nature and scope of the work to be performed by your organization with all the necessary information to write a grant contract and provide a description of the final product to be constructed. Appropriate city and county departments should be contacted prior to the submission of an application. These might include Engineering, park Services, Building Codes, Planning and Development, and Memphis Light, Gas, and Water. This should include preliminary drawings of the project and its location. Staff members will provide limited assistance in the development of this description (two or three paragraph maximum).

## **5. Estimated Costs:**

The application must include the estimated costs of the project. This includes construction costs as well as ongoing maintenance costs. We suggest that the staff members assist in preparing these figures. Note that the neighborhood association is responsible for the cost of ongoing maintenance and repairs for the project. Each application should have a detailed budget for both construction and maintenance submitted with the application. (See attached sample construction and maintenance budget.)

## **7. Sponsors' Contributions:**

To be awarded a project, the organization must pledge a contribution of time, money, or other consideration for the project. A signed letter from each sponsor is required and must detail the level of commitment and the specified time period. The purpose of this project is to build a sense of community in a neighborhood, and the organization must demonstrate a means of bringing the community together to accomplish the task.

## **7. Relationship to Neighborhood Desire:**

Neighborhood and community organizations have goals that they seek to achieve. These can be social activities, public safety, or neighborhood clean up. For the purpose of this grant, projects are capital improvement (construction) projects. The project chosen should achieve one or more of the organization's goals. A written statement of how the project accomplishes these goals should be included. All Neighborhood Demonstration Grants must be maintained for a period of five (5) years or more by your organization. If the application involves a coalition of organization the application should state the advantages the coalition affords. (Three or four paragraphs maximum).

## **8. Relationship to Themes:**

In order to be awarded a project, it must meet one of the four (4) themes listed below:

- Develop safe neighborhoods that offer a sense of community.
- Use our tax dollars efficiently.
- Expand our green spaces and protect our natural resources.
- Create more transportation options.

*\*\*See pamphlet for a detailed description of the themes and principles.*

## 9. Selection Process:

In order to build a sense of community or belonging within a neighborhood, all residents are encouraged to participate in the program. It is important that the process used to select a project for your area be inclusive of as many residents or organization members as possible. Incomplete or late applications will not be reviewed or considered for funding. In addition, applications that have substantial flaws in technical details will not be considered for funding in this application round. (A description of a technical flaw would be failure to contact property owners or permitting agencies prior to a submittal.)

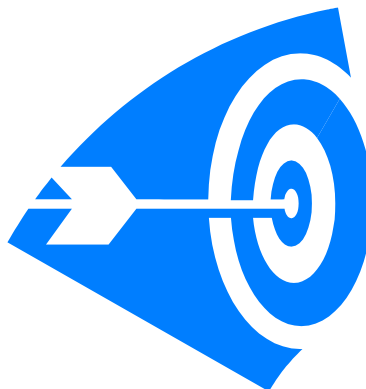
## 10. Signature and Date:

The application must be signed by the president or other responsible party of the organization and dated.

## 11. Rating System:

Each application will be rated in each category shown below with a maximum score of 100 points. Up to five projects will be awarded per Council District.

• Themes and Principles	25	points
• Project Cost		
Capital	10	points
Maintenance	10	points
• Sponsors' Contributions	15	points
• Value to Neighborhood	20	points
• Coalition of Community	10	points
• Process for selection of projects	10	points





**The Center for Neighborhoods**  
**619 North Seventh Street**  
**Memphis, TN. 38107**  
**526-6627**

**Neighborhood Demonstration Grant Application Form**  
**Deadline for Submission of Application**  
**November 12, 2004**

**I. APPLICANT/SPONSOR:**

A. Primary Organization:  
Responsible Person or Representative:  
Street:  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
E-Mail, \_\_\_\_\_ if \_\_\_\_\_ applicable:

B. Coalition Members (List all the groups co-sponsoring this project): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**II. ORGANIZATION INFORMATION: (This information may be attached.)**

- A. Please provide the boundaries of the organization or association using streets or natural features (an organization may substitute a map for the description of the boundaries).  
NORTH: \_\_\_\_\_  
SOUTH: \_\_\_\_\_  
EAST: \_\_\_\_\_  
WEST: \_\_\_\_\_
- B. Please provide the approximate number of members or households of your organization. \_\_\_\_\_
- C. Please indicate if the following applies to your organization:  
\_\_\_\_\_ The organization is a registered 501(c) 3, Non-Profit Organization.  
\_\_\_\_\_ The organization is registered with the Center for Neighborhoods.  
Other: \_\_\_\_\_

**III. PROJECT DESCRIPTION:**

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**IV. ESTIMATED COST:**

- A. Please provide an itemized estimate of construction cost of the project. Please submit the specifications and the three (3) bids received as part of the grant work prepared by your organization. The quotes should be submitted on company letterhead with the terms associated with the project.

Construction Costs for \_\_\_\_\_

Permit Fees \$ \_\_\_\_\_  
 Materials (total) \$ \_\_\_\_\_ (Provide itemized list)  
 Labor (total) \$ \_\_\_\_\_  
     Cost per hour: \$ \_\_\_\_\_ Total hours: \_\_\_\_\_  
 Installation \$ \_\_\_\_\_  
     Cost per \_\_\_\_\_ x number of \_\_\_\_\_  
 Other:  
     \_\_\_\_\_ \$ \_\_\_\_\_  
     \_\_\_\_\_ \$ \_\_\_\_\_  
     \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL PROJECT COST: \$** \_\_\_\_\_  
**Organization's match: \$** \_\_\_\_\_

**NOTE: The maximum grant award is \$15,000.00. If your estimate is more, you may reduce the size/scope of the project or the organization may pay the difference by listing the overage as the Organization's match above.**

- B. Please provide the estimated yearly maintenance cost of the project and who will be responsible for the project's maintenance. (Please provide an itemized budget of all maintenance items associated with the project. All projects must be maintained by the organization for a minimum of five years.)

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**V. SPONSORING GROUP (S) CONTRIBUTION:**

- A. Please provide an estimate of the organization's contribution or match to the project and identify how the organization will fund this commitment (i.e. from dues, fundraising activities, individual sponsor, member assessment, etc.)

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- B. Please indicate the type of contribution to be provided:

<hr/>	Volunteer Services (members or organization will assist in construction).
<hr/>	Donation of land, materials or services.
<hr/>	Contribution from sources other than nominating organization (please list all sources and the amount donated from each include all sponsors).
<hr/>	Ongoing maintenance of the project once it is completed.
<hr/>	Other: <hr/>
	<hr/>
	<hr/>

**\*Please submit itemized budget or appropriate documentation. A sample is attached to assist you.**

- VI. RELATIONSHIP TO NEIGHBORHOOD DESIRES:** Please list the desires or goals of your organization and describe how this project enables your organization to meet these desires or goals. 

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- VII. RELATIONSHIP TO THEMES AND PRINCIPLES:** Please describe the project and how it relates to or implements one of the four-(4) themes. The four themes are listed on the instruction sheet.

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**VIII. WHAT PROCESS WAS USED TO IDENTIFY AND SELECT A PROJECT:** Please provide evidence that group agreed upon and supports the project. (Attach minutes from the meeting that include the vote and the motion that supports the validity of the vote or the resolution from the association or the group\_\_\_\_\_

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**IX. Applicant's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Return Application to  
The Center for Neighborhoods  
619 North Seventh Street  
Memphis, Tennessee 38107*

**By November 12, 2004**



## Neighborhood Demonstration Grant Checklist

- Evidence that the neighborhood/group agreed upon and supports the project. (Minutes from meetings that include the vote and the motion that supports the validity of the vote or a resolution from the association or board.)
- A brief description of the project and how it will benefit the Community.
- Signed letters of commitment from supporters that list and specify their commitment to the project. ( i.e. Cash as well as in-kind commitments)
- A detailed budget from the organization and a description of the process that supports the project. ( i.e. three bids and include the specifications that were used to solicit those bids)
- A plan for the maintenance of the structure for a minimum of five years and a detailed budget that supports the estimate.
- Letters from owners of property committing to the implementation of the project and its location upon their property.
- A sketch/survey of the proposed project and its location (lot & parcel number).
- Evidence that the proper permitting offices have been contacted and information solicited from them in writing.
- Attach the Designation from the Internal Revenue Service if the organization is a 501. (c)(3) or 501. (c)(4).
- Be prepared to modify your projects as prices are subject to change as well as the needs of the community!!!!!!!!!!

Center for Neighborhoods  
**(901) 526-6627**

# **Neighborhood Demonstration Grant Sample Budget for 2 Brick Entrance Pillars**

## **Construction Related Costs**

Land acquisition		\$ 1,600.00
Survey		\$ 1 ,000.00
Permit/Fees		200.00
Materials		\$ 4,000.00
Bricks	\$3,500.00	
Mortar	\$ 500.00	
Labor		\$ 1,250.00
50 hours at \$25.00 per hour		
Landscaping		<u>\$ 2,000.00</u>
Seasonal flowers	\$ 200.00	
Monkey grass	\$ 200.00	
20 pots @ \$10.00 each		
Dwarf hollies	\$ 280.00	
14 bushes @ \$20.00 each		
Installation	\$ 220.00	
Maintenance contract and guarantee for one year	\$1,100.00	
<b>Total Project Cost:</b>		<b>\$10,050.00</b>



## **Neighborhood Demonstration Grant Sample Budget Continued**

### **Annual Maintenance Related Cost**

**(This grant requires all projects to be maintained for a minimum of 5 years by your organization.)**

Pressure Washing	\$ 200.00
Landscaping	\$2,000.00
Liability Insurance	<u>\$1,500.00</u> (Estimated on the high end.)
<b>Total Yearly Maintenance Cost:</b>	<b>\$3,700.00</b>
<b>Five Year Maintenance Cost for Project:</b>	<b>\$18,500.00</b>

## **PLAYGROUND EQUIPMENT Sample Budget Purchase and Installation**

<b>Equipment</b>	<b>\$ 15,569.00</b>
Safe Surface	\$ 14, 000.00
Poured in place Rubber Surface (Specifications are attached)	
Site Preparation/Concrete pad	<u>\$ 5000.00</u>
(Includes Labor and Materials)	<b>\$ 24,569.00</b>

## **INSURANCE REQUIREMENTS**

**FOR CONTRACTORS WORKING  
WITH GRANTEES**

The Contractor shall be responsible for all injuries or damages of any kind to persons or property resulting from the work performed.

The Contractor shall not commence any work under this contract until he has obtained and caused his subcontractors to procure and keep in force all insurance required under this section. The Contractor shall furnish the Risk Manager a Certificate of Insurance arrested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in force and effect.

If any of the Insurance Requirements are not completed at the renewal dates, payment to the Contractor may be withheld until those requirements have been met, or at the option of the city; the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.

The Contractor shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Contractor, its employees, subcontractors, or agents, or any negligent act or omission of Contractor, its employees, subcontractors, or agents which occurs pursuant to the performance of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the City, its officers, employees and agents.

The Contractor, upon award of the contract, shall provide at his own cost and expense the following insurance to the City of Memphis and insurance companies acceptable to the City of Memphis and licensed in the state of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. Each certificate or policy shall require and state in writing the following clauses:

"Thirty (30) days prior to cancellation or material change in the policy, notice thereof shall be mailed to the City of Memphis Risk Manager" by registered mail, return receipt requested, to the following address.

**City of Memphis  
Attn: Risk Management  
100 North Main Street, Suite 2028  
Memphis, TN. 38103**

"The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies." The additional insured endorsements shall be attached to the Certificate of Insurance.

**WORKER'S COMPENSATION:**

The Contractor shall maintain in force Worker's Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer's Liability	\$100,000	Each Accident
	\$500,000	Disease-Policy Limit
	\$100,000	Disease- Each Employee

**AUTOMOBILE LIABILITY:**

Covering owned, non-owned, and hired vehicles with LIMITS of:

\$1,000,000 Each Occurrence- Combined Single Limits

**COMMERCIAL GENERAL LIABILITY:**

Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability Coverage.

\$1,000,000	General Aggregate Per Project
\$1,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

**PROPERTY INSURANCE:**

Contractor shall be responsible for maintaining any and all property on their own equipment and shall require all sub-contractors to do likewise. The Contractor shall require all sub-contractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Contractor.

Additional coverage and limits may be required based upon the particular services contracted. If additional coverage is required for a specific contract, those requirements will be described in the "Special Conditions" of the contract specifications.

The Contractor is required to provide copies of the insurance policies upon request.

**APPENDIX I**  
**SECTION 02535 - POURED-IN-PLACE RUBBER SAFETY SURFACE SYSTEM**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including the General Conditions and Modifications to General Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes poured-in-place rubber safety surface system for playground area and spray ground area (wearing course only). The safety surface system shall be poured-in-place and troweled for a resilient, seamless rubber surface installed over the specified substrate. The surfacing Manufacturer shall be responsible for all labor, materials, tools, equipment, and applicable taxes to perform all work and services for the installation of the safety surface system.
- B. The Contractor shall submit to the Landscape Architect the surface system manufacturer's test data verifying manufacturer compliance with ASTM-F-1292-96 requirements for impact attenuation prior to the installation of the surfacing. The Contractor shall not install surfacing at thicknesses for which the manufacturer cannot supply complying test data.

**1.3 QUALITY ASSURANCE**

- A. Test results
  - 1. ASTM F1292-96: Impact Attenuation. Yield less than 200 G=s and less than 1,000 H.I.C. at the required temperatures and at the maximum fall height for this job as designated by the equipment manufacturer. This requirement applies only to surfacing material applied at the full thickness and does not apply to tapered edges.
  - 2. ASTM D2047-82: Coefficient of Friction. Minimum .9-wet, 1.0 dry.
  - 3. ASTM D2859: Flammability. Product shall pass flammability.
  - 4. ASTM D412-87: Tensile Strength, and ASTM D624-86: Tear Resistance. Product shall meet minimum tensile strength = 60 PSI, and % elongation at break = 40(140% of original size).

## **APPENDIX I**

- B. Manufacturer shall have marketed this safety surface system in the United States for at least five (5) years.
- C. The Applicator shall be trained and registered by the safety surface system Manufacturer.
- D. The Contractor shall maintain the site free of debris throughout the installation of the safety surface system.

### **1.4 SUBMITTALS**

- A. The Contractor shall submit to the Landscape Architect a letter from the safety surfacing manufacturer on manufacturer's letterhead stating each of their surfacing thickness that will be required to meet all ASTM F 1292-96 requirements for the play equipment fall heights for this job.
- B. The Contractor shall submit to the Landscape Architect the safety surfacing manufacturer's test data for each of the thicknesses required by them to meet all ASTM F 1292-96 requirements for the play equipment fall heights for this job.
- C. The Contractor shall submit two (2) 12" x 12" samples of the rubber safety surface system of the specified color.
- D. Manufacturer's written warranty, as specified herein.

### **1.5 DELIVERY, STORAGE AND HANDLING**

- A. Deliver all materials in original unopened packages with labels intact.
- B. Store all material protected from weather and at room temperatures not less than 40 degrees Fahrenheit.

### **1.6 PROJECT CONDITIONS**

- A. Ambient air temperature shall be 40 degrees Fahrenheit or greater and rising at the time of installation of the system and shall remain at 40 degrees Fahrenheit or greater for at least 7 days after application.
- B. The Contractor shall secure and protect the surface system from weather, vandalism, and other damage during and after installation and until the system has thoroughly cured. The Contractor shall repair at his own expense any damage caused to the surface before final acceptance.

## APPENDIX I

### 1.7 ALTERNATES AND ALLOWANCES

All safety surface systems by manufacturers other than those approved herein will be considered as an equal to the one specified herein only if submitted for approval by the Landscape Architect at least ten (10) days prior to the project bid date and with a written approval from the Landscape Architect.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. All components of the surface system shall be obtained from the manufacturer of its authorized distributors. No substitutions of, or addition of, other materials shall be submitted without prior written permission from the Landscape Architect.
- B. Safety surfacing shall be installed only at those thicknesses for which the surfacing manufacturer can provide laboratory test results which demonstrate that the product meets or exceeds the ASTM tests required by this Section.

At all fall heights for which passing laboratory test results cannot be shown, the surfacing material shall be installed only at the thickness of the closest greater fall height for which it can be shown by testing to meet or exceed the ASTM tests required by this Section.

### 2.2 MANUFACTURERS

Manufacturers approved, **subject to compliance with all requirements herein**, to install cast-in-place rubber safety surface system for this project include the following:

- 1. VITRICON, INC.  
Product: *VITIRTURF >HD= System*  
  
Manufacturer's representative in Memphis:  
Mid-South Recreation  
Telephone: (901) 754-0905
- 2. CHILD SAFE, INC.  
Product: *Child Safe heavy Duty 0.5-1.5 mm Playground Surfacing*  
  
Manufacturer's representative in Memphis:  
Outdoor Recreation, Inc.  
Telephone: (901) 737-7529
- 3. OR APPROVED EQUAL.

## APPENDIX I

### 2.3 WARRANTY

Product shall be warranted for labor and materials for a period of no less than three (3) years. The Contractor shall submit a copy of the manufacturer's written warranty to the Landscape Architect.

### 2.4 MATERIALS

- A. Polyurethane primer and binder: 100% polyurethane binding agent, MDI based with not more than 2% TDI added. Where EPDM rubber wearing course is a color other than black, the binder shall be a non-yellowing type Aliphatic binder; aromatic urethane binders will not be acceptable. Color tinted binders will not be allowed.
- B. Wearing Course: EPDM pigmented synthetic rubber granules with a minimum EPDM content of 30% by weight. Rubber granules shall be a high density type only, with a size of 0.5-1.5 mm (1-3 mm size will not be acceptable), and with a density of 1.5-0.05. Strand, shaved, chipped or shredded rubber is not acceptable in the wearing course. (Colors to be selected by the Landscape Architect).
- C. Base Mat: SBR select rubber buffings. Shall be cryogenically processed and shall be chopped to 1-3 mm or 3/8" shredded granules and contain less than 3% dust. Shall be packed in suitable bags to protect SBR from moisture.

### 2.5 MIXING AND PREPARATION

- A. Mix SBR buffings to binder in the following ratio: 50 lbs. of SBR buffings to one (1) gallon of binder.
- B. Mix EPDM granules to binder in the following ratio: 55 lbs. of EPDM granules (.5-1.5 mm) to one and four-tenths (1 4/10) gallons of aliphatic binder.

## PART 3 - EXECUTION

### 3.1 INSPECTION

Prior to application of the play safety surface, the base shall be examined by the Installer for compliance with the Contract Documents and Manufacturer's requirements for the approved product. The Installer shall immediately notify the Landscape Architect of any discrepancies between the base and the manufacturers requirements. Work shall not proceed until unsatisfactory conditions are corrected.

### 3.2 INSTALLATION

## **APPENDIX I**

- A. Install rubber safety surface system according to manufacturer's written specifications for the approved system.
- B. The base shall have the specific minimum 2% slope and shall vary no more than 1/8" when measured in any direction with a 10' straight edge. Where a concrete base is used, it shall have a light broom finish and shall be allowed to cure a minimum of seven (7) days prior to commencement of surfacing.
- C. The entire base surface shall be clean and free from any foreign or loose material.
- D. Thickness: Surface thickness will vary in the impact course according to fall height. Exact fall height requirements shall be provided to the Contractor in writing by the play equipment manufacturer and a copy submitted to the Landscape Architect. The required thickness within one continuous surface area may vary from the swings to the play structure. Where this occurs, provide a smooth, uniform transition between the areas.
- E. Apply Primer to the base surface with a short nap roller at a rate of 300 sq. ft. per gallon.
- F. Base Mat: The base mat must be composed of recycled rubber and be free of foreign matter. The base mat will be poured-in-place by means of screeding and hand-troweled to maintain a seamless application. All rubber in the base mat will be of a select quality and consistent blend of recycled rubber buffings to achieve maximum porosity and minimum residue. Spread evenly at the required thickness. Compact and allow to dry for a minimum 24 hours.
- G. Wearing Course: Apply primer to the base mat at a rate of 300 sq. ft. per gallon. The wearing course material shall be composed of EPDM granular rubber only. The wearing course shall be installed at a minimum 2" thickness. The wearing course will have a minimum weight of 2.2 pounds per square foot. The wearing course will be poured in place by means of screeding and hand troweled to maintain a seamless application. All rubber shall remain consistent in gradation and size. For compacting, lubricate trowel with diesel fuel or soapy water. For finishing, spray a light mist of water on surface and trowel smooth.
- H. Where graphic designs and color transitions are specified, they shall be a full wear course depth.



## **APPENDIX I**

- I. Large areas: Prior to installation, the Installer shall submit a shop drawing indicating the location of any required cold joints or seams for approval by the Landscape Architect. Any surfacing with cold joints in locations other than those pre-approved by the Landscape Architect will be removed and replaced at the expense of the Installer.
- J. Extreme Wear Areas: The wearing course of extreme wear areas identified in the Drawings shall contain 4% more binder than the standard wearing course mix ratio.

### **3.3 PROTECTION**

The Contractor shall be responsible for the protection of the play surface, surrounding surfaces and equipment from vandalism or other damage during and after installation and until the material is fully cured. All damage to the surface, surrounding surfaces or equipment will be repaired by the Contractor at his own expense in a manner agreeable to the Owner.

### **3.4 CLEANING**

Perform cleaning during installation of the work and upon completion of the work. Remove from the site all excess materials, debris and equipment. The Contractor shall repair all damage resulting from the installation of the safety surface system at no additional cost to the Owner.

## **END OF SECTION**

**APPENDIX II**  
**KS-8079**  
**LEASE ENCROACHMENT AGREEMENT**

THIS LEASE ENCROACHMENT AGREEMENT, made and enter into by and between \_\_\_\_\_, hereinafter referred to as **PROPERTY OWNER** and the **CITY OF MEMPHIS**, a Municipal Corporation existing pursuant to the laws of the State of Tennessee, hereinafter referred to as the **CITY**.

**WITNESSETH:**

WHEREAS, the **PROPERTY OWNER** is seized of certain real property located in the City of Memphis, County of Shelby, State of Tennessee, which property identified in the Shelby County Assessor's Office as **Ward, Block, Parcel**, said property acquired by **PROPERTY OWNER** under deed recorded as Instrument No. \_\_\_\_\_ in the Shelby County Register's Office; and,

WHEREAS, **PROPERTY OWNER** proposes to construct a **PROJECT** over and across **PROPERTY LOCATION** as reflected on the attached Exhibit "A" and made part of this Agreement; and,

WHEREAS, **PROPERTY OWNER** and the **CITY**, both having been made aware of the proposed **PROJECT** encroachment, desire to provide for the permissive use thereof.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, **CITY** does hereby grant and lease unto the **PROPERTY OWNER** air rights to that portion of **PROJECT LOCATION** herein above described for the purpose of a **PROJECT** as shown on the attached drawing marked Exhibit "A" and which is made a part hereof, the **PROPERTY OWNER** and the **CITY** do mutually agree and covenant as follows:

1. The aforesaid rights and privileges are granted to **PROPERTY OWNER** for a period of five (5) years, commencing on the day and date first entered above **PROPERTY OWNER** shall have the option to renew this agreement for an additional five (5) year period under the prevailing rental rate and insurance requirements of the **CITY** and the then prevailing conditions contained herein. **PROPERTY OWNER** shall give the **CITY** ninety (90) days advance written notice of its intention to exercise said option.
2. The aforesaid rights and privileges are granted only to **PROPERTY OWNER**. Successors and assigns of **PROPERTY OWNER** will have to be approved in writing by City Engineer.
- 3.
4. That **PROPERTY OWNER**, for itself, its successors and assigns, agrees to pay the **CITY** as an annual rental for ground rights herein granted, the sum of One and No/100 (\$1.00) Dollars per year, payable yearly in advance during the term of this Lease Agreement. The first such payment shall be due on the first day of the month following completion of said **PROJECT** and continuing annually thereafter during the term of this agreement.

## APPENDIX II

5. That **PROPERTY OWNER** has submitted construction plans for PROJECT to the City Engineer's Office for review, as shown on the attached construction plans marked Exhibit "B". Said pedestrian walkway will be used only as indicated above and can not be used as a communication conduit.
6. That **PROPERTY OWNER** agrees to pay for the recordation of this agreement and any plats or plans that may be attached, checks are to be made payable to the SHELBY COUNTY REGISTER.
7. That **PROPERTY OWNER** shall provided and independent structural engineer report upon completion of the said PROJECT to the City Engineer. An annual structural engineer report required to ensure the safety of the PROJECT. Said annual structural inspection and report shall be performed by an independent structure engineer, acceptable to the City Engineer's Office, to be submitted to the City Engineer's Office.
8. The **PROPERTY OWNER**, its successors and assigns, shall indemnify, defend and save harmless the **CITY** and its employees from all claims (including liens) suits or proceedings of any nature whatsoever which may be brought against the **CITY** and/or its employees on account of any injuries to persons or property, including death, loss of business, inconvenience or any other loss occurring due to non-compliance with ADA regulations, design of bridge, handrail system and any appurtenances to this PROJECT.
9. That **PROPERTY OWNER** will construct said PROJECT so as to meet the requirements of the City Building Code, the City Engineer and approval of CITY.
10. That **PROPERTY OWNER**, its successors and assigns, shall at its expense at all times during the term of this Lease Agreement make all repairs to said PROJECT and maintain it in proper condition to assure the public safety at all times.
11. That **PROPERTY OWNER**, its successors and assigns, shall at its expense agrees at all times during the term of this Lease Agreement make all repairs to said PROJECT and maintain it in proper condition to assure the public safety at all times.
12. In the event of default by **PROPERTY OWNER** or its successors or assigns, in the performance of any agreement or covenant undertaken by it in accordance with the provisions hereof, or its failure to pay rentals when due hereunder, and the continuation of such default for a period of three (3) months after written demand for performance (or for such longer period as may be necessary to cure the default is not capable of being cured within said three (3) month period), **CITY** shall have the option and right to declare this Lease Agreement held for naught and to remove the said PROJECT, at the expense of **PROPERTY OWNER** or its successors or assigns.

## APPENDIX II

13. That **PROPERTY OWNER**, its successors and assigns, shall indemnify, defend and save harmless the **CITY** and its employees from all claims (including liens) suits or proceedings of any nature whatsoever which may be brought against the **CITY** and/or its employees on account of any injuries to persons or property, including death, loss of business, inconvenience or any other loss occurring in the aforescribed air rights or occurring in the area thereunder or over as a result of the construction, renovation, existence or maintenance of the **PROJECT** to be constructed within said air rights, unless resulting from the negligence of the **CITY** or its employees.
14. The **PROPERTY OWNER** shall not commence work under this contract until it has obtained and caused subcontractor to procure and keep in force all insurance at its own cost and expense required under this section and after such insurance has been approved by the City of Memphis Risk Manager.

Before commencing any work, the **PROPERTY OWNER** shall furnish the City of Memphis Risk Manager with Certificates of Insurance attested by a duly authorized representative of the insurance carrier(s) evidencing that the insurance required hereunder is in force and effect. The name of the project shall also be specified on the Certificate of Insurance.

Each certificate or policy shall require and state in writing that “thirty (30) days prior to cancellation or material change in the policy, notice thereof shall be given to the City of Memphis Risk Manager by registered mail, return receipt requested”, for all the following stated policies. Certificates of Insurance shall name the City of Memphis as additional insured and the certificate will be mailed to:

City of Memphis  
Attn: Risk Management  
100 North Main Street, Suite 2028  
Memphis, TN 38103

- a. The **PROPERTY OWNER** shall be responsible from the time of signing this contract or from the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind to persons or property resulting from this work.
- b. Hold Harmless: In addition to the liability imposed upon the **PROPERTY OWNER** on account of bodily injury (including death) or property damage suffered through the **PROPERTY OWNER**'s negligence, which liability is not impaired or otherwise affected hereby, the **PROPERTY OWNER** assumes the obligation to protect, defend, indemnify and hold the City, its officers and directors, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of any kind and character in connection with or arising directly or indirectly out of this contract and/or the performance hereof by act or omission of the **PROPERTY OWNER** or subcontractor, or anyone either (1) directly or indirectly employed or (2) under the supervision of any of them in the prosecution of the work included in this contract.

## APPENDIX II

- c. Premium and Reporting Responsibilities: **PROPERTY OWNER** is responsible for the payment of all insurance policy premiums and for all reporting to the insurer required by such policies.
- d. Insurance Coverages: The following coverages are to be included in the foregoing contract. Any exclusions from these coverages shall be noted on the Certificate of Insurance provided to the City of Memphis Risk Manager:

- I. **Workers Compensation:** **PROPERTY OWNER** will provide Workers Compensation coverage in accordance with the Statutory Requirements of the State of Tennessee and shall require all subcontractor to do likewise.

<b>Employer's Liability</b>	\$100,000	Each Accident
	\$500,000	Disease Policy Limit
	\$100,000	Disease Each Employee

The City shall not be responsible for any Independent **PROPERTY OWNER's** payments under workers compensation or other insurance premiums.

- II. **General Liability:** Including Premises and Operations, Independent Contractors, Products and Completed Operations, Blanket Contractual, Broad Form Property Damage, XCU coverages and Owners/Contractors Protective Endorsement. Name the City of Memphis as an Additional Insured, with MINIMUM LIMITS of:

\$2,000,000	General Aggregate – per project/location
\$1,000,000	Products – Completed/Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence
\$100,000	Fire Damage (Any one fire)
\$5,000	Medical Expense (Any one person)

- III. **Automobile Liability:** **PROPERTY OWNER** will provide coverage for owned, non-owned, and hired vehicles used by the **PROPERTY OWNER** and name the City of Memphis as an Additional Insured, with limits of:

\$1,000,000	Each Occurrence, Combined Single Limit (CSL)
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- IV. **Property Insurance:** **PROPERTY OWNER** shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise.

**PROPERTY OWNER** is required to provide copies of the insurance policies upon request.

14. **PROPERTY OWNER** hereby agrees that this agreement shall run with the land and shall be binding on the successors and assigns of **PROPERTY OWNER**.

## APPENDIX II

15. Execution of this instrument shall in no way be interpreted by **PROPERTY OWNER** as relinquishment of the **CITY** of said right away, and the **CITY** specifically retains all its lawful rights and powers.
16. **PROPERTY OWNER** shall be held liable for the public safety, any and all damages and /or injuries resulting from the construction, existence and maintenance of the PROJECT.
17. **PROPERTY OWNER** shall have the right to terminate this lease as herein set forth by giving the City Engineer ninety (90) days advance written notice, with the stipulation that upon termination **PROPERTY OWNER** will remove the pedestrian walkway, at the cost of **PROPERTY OWNER**, in a manner acceptable to the City Engineer.
18. **CITY** shall have the right at the end of the lease period, after **PROPERTY OWNER** has exercised all renewal options, to remove or demolish the PROJECT using good engineering practice, at the cost of **PROPERTY OWNER**, successors and assigns, with no liability to the **CITY**.
19. This agreement shall be null and void if any future improvements or alterations are made to the portion of the PROJECT located inside of the **CITY**'s drainage ditch without written permission by the **CITY** through its Public Works Division.
20. The City of Memphis is an equal employment opportunity employer, shall not unlawfully discriminate against applicants or employees because of race, color, religion, sex, national origin, age, or disability. The City of Memphis' prohibition against discrimination applies to employment or hiring decisions, compensation, discipline, promotions, training, and all other terms and conditions of employment. The City of Memphis does not limit, segregate, or classify employees or applicants for employment in any way which will deprive or tend to deprive any individual's race, color, religion, sex, national origin, age, disability.

By signing this contract, all entities or persons contracting with the City of Memphis agree to abide by and take affirmative action when necessary to ensure compliance with the nondiscrimination clause set out above. By signing this contract, all entities and all persons contracting with the City of Memphis agree to show proof of non-discrimination upon request and to post in conspicuous places, available to all employees and applicants, notices of non-discrimination.

In the event of noncompliance with this discrimination clause or with all provisions of Executive Orders 11141 (age), 11246, 11375 (Viet Nam veterans), 110478 (federal employees), 11625 (minority business), 11701 (veterans), Title III of the Americans with disabilities Act of 1990, Title 41-Chapter 60 (handicapped and specifically the handicapped affirmative action clause in Section 60-741.6 of the OFCCP Rules) and any all other federal laws prohibiting discrimination, this contract may be canceled, terminated or suspended in whole or in part by the City of Memphis.

**APPENDIX II**

21. This agreement is subject to the approval by the City Administration, said approval to be indicated by their respective signatures below.

**WITNESS WHEREOF**, the parties have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MEMPHIS

NEIGHBORHOOD ASSOCIATION

BY: \_\_\_\_\_  
Dr. W. W. Herenton, Mayor

BY: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Deputy Comptroller

APPROVED:

\_\_\_\_\_  
SARA L. HALL, City Attorney

\_\_\_\_\_  
JERRY COLLINS, Director of Public Works

\_\_\_\_\_  
WAIN GASKINS City Engineer

\_\_\_\_\_  
AGNES Martin Real Estate Manager

**APPENDIX II**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_, the undersigned, a Notary Public, within and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_ with whom I am personally acquainted and who upon oath acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, the within named bargainer, and that he as such \_\_\_\_\_, being authorized so to do, execute the foregoing instrument for the purposes therein, contained by signing the name of \_\_\_\_\_ by himself as \_\_\_\_\_.

Witness my hand and Notarial Seal, at \_\_\_\_\_ in the County aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF TENNESSEE)  
COUNTY OF SHELBY)

Before me, the undersigned, a Notary Public within and for said State and County duly commissioned and qualified personally appeared DR. W. W. HERENTON, Mayor of the City of Memphis, with whom I am personally acquainted, and who, upon his oath, acknowledges himself to be the Mayor of the City of Memphis, the within named bargainer, a Municipal Corporation of the State of Tennessee, and that he as such Mayor of said City, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such Mayor of said City.

Witness my hand and seal at office in Memphis, Shelby County, Tennessee, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public



**APPENDIX III**  
**EASEMENT**  
**(Neighborhood Association Sign)**

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of    and other valuable consideration paid by \_\_\_\_\_ to \_\_\_\_\_ the receipt of which is hereby acknowledged, hereinafter termed Grantor\_\_\_\_, and for the further consideration hereinafter mentioned, to-wit: the building or construction of a sign in Memphis, Shelby County, Tennessee, the said grantor \_\_\_\_ ha\_\_\_\_ this day bargained and sold, and do\_\_\_\_ hereby transfer and convey unto the Stage Park Neighborhood Association, the right of entry upon and occupancy by a sign over a certain strip of land lying in Shelby County, Tennessee. The above strip or parcel of land, upon which said sign is to be constructed, is more particularly described as follows, to-wit:

A permanent neighborhood sign over and across the property described in deed recorded as Instrument No. \_\_\_\_\_ in the Shelby County Register=s Office, Memphis, Tennessee and known by the Shelby County Tennessee Assessor=s Office as Ward \_\_\_\_\_, Block \_\_\_\_\_, Parcel \_\_\_\_\_. Said property is known for numbering purposes as \_\_\_\_\_, Memphis, TN. Said permanent neighborhood sign, as shown on the attached engineering plat, is to be located the \_\_\_\_\_ corner of the above described property. Said engineering plat, rendering of sign and description of materials to be used to construct said sign are marked Exhibit A, and made a part of this Easement Agreement.

it being the intention of this instrument to convey an easement as described above through, over and upon property of the grantor\_\_\_\_ above described.

TO HAVE AND TO HOLD unto the said \_\_\_\_\_ NEIGHBORHOOD ASSOCIATION, its successors and assigns forever, but only for the purpose of entry upon and occupancy by a sign thereon, it being the purpose of this conveyance to grant unto the City of Memphis, the full right and authority, to enter upon the aforementioned parcel of land, and to install thereon a sign, together with full right and authority at any time after installation of said sign, to enter upon said land for the purpose of repairing, stabilizing, replacing or removing said sign, or for the purpose of doing any other work necessary for the proper maintenance of said sign.

A temporary easement for the purpose of allowing for the entry upon and use during construction is also granted to the \_\_\_\_\_ NEIGHBORHOOD ASSOCIATION over and upon the land lying within \_\_\_\_\_ the above described strip containing \_\_\_\_\_ square feet said temporary easement to run during construction of said sign but not thereafter.

The Grantee agrees that it will at all times during said construction maintain the property in an orderly fashion and remove all debris and shall replace the property in the same condition as prior to the construction, with the exception of the actual construction work intended by the Grantee

In the event the grantor\_\_\_\_ herein convey\_\_\_\_ any of said property, said conveyance shall be subject to the easement of the \_\_\_\_\_ NEIGHBORHOOD ASSOCIATION herein granted, with reference to the construction and installation of said sign and the repair and maintenance of the same, as above set out.

IN WITNESS WHEREOF, the grantor\_\_\_\_ herein ha\_\_\_\_ caused this instrument to be executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

_____	_____
NEIGHBORHOOD ASSOCIATION	PROPERTY OWNER
_____	_____
_____	_____

**APPENDIX III**

STATE OF TENNESSEE)  
COUNTY OF SHELBY)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_ the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

WITNESS my hand and Notarial Seal at Memphis, in the County aforesaid, on this day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

Ward: \_\_\_\_ Block: \_\_\_\_ Parcel:

This instrument prepared by:

Name: \_\_\_\_\_ Neighborhood Association

Address: